

2773700 (ACR)

FY12 FY12 BYT



B2001162245

PAYMENT ESTIMATE - CONTRACT PERFORMANCE				1. INVOICE RECEIVED DATE		10. JOB ORDER NO.	
For use of this form, see ER 37-2-10 and ER 37-345-10.				11-Oct-11		01	
2. CONTRACTOR AND ADDRESS				3. CONTRACT NO.		4. DISTRICT	
LATA- Bay West Environmental Response (Code 3JM16)				W912DQ-10-D-3014 Task Order 001		New York	
5. DESCRIPTION OF WORK				6. APPROPRIATION AND PROJECT		7. REQUIRED COMPLETION DATE	
Cornell Dubilier Electronics Superfund Site, Operable Unit 2 - Soil Remediation Waste Transportation and Disposal Services				68 20 X 8145.0000 E3 2008 00 0000 012166 000000 3230 29K089 35965H		6-Jun-16	
8. LOCATION				9. PERIOD COVERED BY THIS ESTIMATE		11. ESTIMATE NO.	
333 Hamilton Blvd, South Plainfield, New Jersey 07080				FROM 8-Jun-11 THRU 30-Sep-11		1109B001-001	
ITEM NO.	a	b	c	UNIT	PRICE	AMOUNT	TOTAL TO DATE
0001	Work Plans	ACRN AA 68 20 X 8145.0000 E3 2008 00 0000 012166 000000 3230 29K089 35965H	Ex. 4 - CBI				
0002	General Conditions					\$54,157.00	
0003	Characterization, Transportation & Off Site Disposal of TSCA Soil and/or Debris (PCBs greater than or equal to 50 ppm)					\$78,634.00	\$43,325.60
0004	Characterization, Transportation & Off Site Disposal of TSCA Soil and/or Debris (PCBs greater than or equal to 50 ppm)					\$3,442,000.00	\$31,453.60
						\$1,721,000.00	\$1,376,419.66
INCLUDES MODIFICATIONS				27% EARNING TO DATE			
THRU: 02				0% LESS STORED MATERIAL			
REMARKS				TOTAL CONTRACT:		TOTAL EARNINGS TO DATE:	
				\$5,295,791.00		\$1,451,198.86	
12. PRESENTED FOR PAYMENT				14.			
PAYEE LATA- Bay West Environmental Response				A. PREVIOUS RETAINED PERCENTAGE			
999 Central Avenue, Suite 300				B. PREVIOUS OTHER DEDUCTIONS			
Los Alamos, NM 87544				C. PREVIOUS LIQUIDATED DAMAGES			
DATE 11-Oct-11				D. PREVIOUS PAYMENTS			
TITLE Project Manager				E. PREVIOUS EARNINGS (A+B+C+D)			
13. APPROVED FOR PAYMENT (Government)				F. EARNINGS THIS PERIOD (TOTAL EARNINGS TO DATE MINUS E)			
I CERTIFY that I have checked the quantities covered by this bill or estimate; that the work was actually performed; that the quantities are correct and consistent with all previous computations as actually checked; that the quantities and amounts are wholly consistent with the requirements of the contract or other instrument involved.				G. LESS RETAINED PERCENTAGE			
SIGNATURE				H. LESS OTHER DEDUCTIONS			
TITLE Resident				I. TOTAL DEDUCTIONS THIS PERIOD (G+H)			
DATE OCT 12 2011				J. RETAINAGE REFUND			
CONTRACTING OFFICER APPROVAL (Signature)				K. OTHER REFUNDS			
Contracting Officer Representative				L. TOTAL REFUNDS THIS PERIOD (J+K)			
Patrick Nejad				M. LIQUIDATED DAMAGES THIS PERIOD			
DATE 12 OCT 2011				N. AMOUNT DUE CONTRACTOR (F-I+L-M)			
ENG Form 93 1 MAR 78				15. TOTALS TO DATE - ALL INVOICES			
				RETAINED PERCENTAGE (A+G-J)			
				OTHER DEDUCTIONS (B+H-K)			
				LIQ DAMAGES (C+M)			
				PAID TO DATE (D+N)			
				\$1,451,198.86			

PREVIOUS EDITION OF THIS FORM IS OBSOLETE

AUDITED BY

IFMS INPUT

CERTIFIED BY

DATE CERTIFIED

DW 96942166

(S/F)

PROMPT PAYMENT CERTIFICATION AND SUPPORTING DATA FOR CONTRACTOR PAYMENT INVOICE <span style="float: right;">Sheet 1 of 1</span>				
<b>Contractor Name and Address</b> LATA-Baywest Environmental Response 2424 Louisiana Blvd. Suite 400 Albuquerque, NM 87110	<b>Contract No.</b> W912DQ-10-D-3014 Task Order 001	<b>Est. No</b> 1	<b>Date</b> 11 Oct. 2011	<b>Discount Terms</b>
	<b>Designated Contractor Official and Address for Payment</b>			
<b>Description &amp; Location of Work</b> Cornell-Dubilier Superfund Site OU-2 Soils, South Plainfield New Jersey 07080	Shannon Lloyd Project Manager 2424 Louisiana Blvd. Albuquerque, NM 87110		<b>Defective Invoice Notification (Name, Title, Telephone)</b> Patrick Nejand Project Manager 333 Hamilton Blvd. South Plainfield, NJ 908-769-1601	

I hereby certify, to the best of my knowledge and belief, that:

The amounts requested are only for performance in accordance with the Specifications, terms, and conditions of the contract.

Payments to subcontractors and vendors have been made from previous payments received under the contract and timely payments will be made from proceeds of the payment covered by this certification, in accordance with the subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code.

This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

All required prime and subcontractor payrolls have been submitted

Shannon Lloyd  
Name

Project Manager  
Title

Date

11-Oct-11

  
 Signature

# PAYMENT ESTIMATE - CONTRACT PERFORMANCE

For use of this form, see ER 37-2-10 and ER 37-345-10

1. INVOICE RECEIVED DATE 12 Oct 2011

PAYMENT DUE DATE 11 Nov 2011

Sheet 1 of 2

2. CONTRACTOR AND ADDRESS LATA-BAY West Environmental Services  
2400 Louisiana Boulevard NE Albuquerque NM 87110

3. CONTRACT NO.  
W912DQ-10-D-3014 0001

4. DISTRICT  
New York District

5. DESCRIPTION OF WORK

Cornell Dubilier OU2 Transportation & D

6. APPROPRIATION AND PROJECT

68-20-X-8145-0000

7. REQUIRED COMPLETION DATE  
06 Jun 2016

8. LOCATION

9. PERIOD COVERED BY THIS ESTIMATE

FROM 08 Jun 2011 THRU 30 Sep 2011

10. JOB ORDER NO.

11. ESTIMATE NO.  
1

ITEM NO. a	DESCRIPTION b	CONTRACT			TOTAL TO DATE	
		QUANTITY AND UNIT c	UNIT PRICE d	AMOUNT e	QUANTITY AND UNIT f	AMOUNT g
	CONTRACT AMOUNT (contract line items - see attached sheets)			\$5,295,791.00	27%	\$1,451,198.86
INCLUDES MODIFICATIONS THRU R00001		27 % EARNINGS TO DATE 27 % LESS STORED MATERIAL		TOTAL CONTRACT →	TOTAL EARNINGS TO DATE →	\$1,451,198.86
REMARKS		RA DW96-942166-01-1/68-20X8145.0000. CEFMS used for tracking purposes. EPA Direct Fund Site.				

## 12. PRESENTED FOR PAYMENT

PAYEE	PER
LATA-BAY WEST ENVIRONMENTAL	
DATE	TITLE

## 13. APPROVED AMOUNT

I certify that I have checked the quantities covered by this bill or estimate; that the work was actually performed; that the quantities are correct and consistent with all previous computations as actually checked; that the quantities and amounts are wholly consistent with the requirements of the contract or other instrument involved.

SIGNATURE	DATE
Neal F. Kolb Resident Engineer	
CONTRACTING OFFICER APPROVAL (Signature)	DATE
Patrick Nejand Contracting Officer Representative	

14. A. PREVIOUS DEDUCTIONS OTHER THAN RETAINED PERCENTAGE**	\$0.00	
B. PREVIOUS RETAINED PERCENTAGE	\$0.00	
C. PREVIOUS PAYMENTS	\$0.00	
D. PREVIOUS EARNINGS (A+B+C)		\$0.00
E. EARNINGS THIS PERIOD (TOTAL EARNINGS TO DATE MINUS D)		\$1,451,198.86
F. LESS RETAINED PERCENTAGE	\$0.00	
G. LESS DEDUCTION OTHER THAN RETAINED PERCENTAGE FOR	\$0.00	
H. TOTAL DEDUCTIONS FOR THIS PERIOD (F+G)		\$0.00
I. RETAINAGE REFUNDED	\$0.00	
J. OTHER REFUNDS	\$0.00	
K. TOTAL REFUNDS THIS PERIOD		\$0.00
L. AMOUNT DUE CONTRACTOR (E-H+K)		\$1,451,198.86

## 15. RECAPITULATION:

RETAINED PERCENTAGE (B + F - I)	\$0.00	TOTAL PAID (C + L)	\$1,451,198.86
OTHER DEDUCTIONS (A + G - J)	\$0.00		



DEPARTMENT OF THE ARMY  
KANSAS CITY DISTRICT, CORPS OF ENGINEERS  
635 FEDERAL BUILDING, 601 E 12TH ST.  
KANSAS CITY MO 64106-2896

CECT-NKW-H (715e)

26 May 2011

**MEMORANDUM FOR Patrick Nejand, New Jersey Resident Office**

**Subject:** Designation Of Contracting Officer's Representative (COR) for W912DQ-10-D-3014, Task Order #0001; Cornell-Dubilier Electronics Superfund Site - Soils Remediation Waste Transportation & Disposal Services, South Plainfield, New Jersey.

1. Pursuant to DFARS 201.602-2, you are designated as the Contracting Officer's Representative (COR) in administration of the following contract:

Contract Number: W912DQ-10-D-3014, Task Order #0001  
For: Cornell-Dubilier Electronics Superfund Site - Transportation & Disposal.  
Contractor: Los Alamos Technical Associates (LATA)  
Contract Period: 26 May 2011 to 30 September 2011

Your required training certificates for this designation have been verified and are centrally filed at the district office.

2. You are authorized by this designation to take action with respect to the following:

a. Conduct technical review of vouchers and will have signature authority to release interim payments, exclusive of final payment, on obligations previously approved by the Contracting Officer.

b. Verify that the contractor performs the technical requirements of the contract in accordance with the contract terms, conditions and specifications. Specific emphasis should be placed on the quality provisions, for adherences both to the contract provisions and to the contractor's quality control program.

c. Perform, or cause to be performed, inspections necessary in connection with paragraph 2a and verify that the contractor has corrected all deficiencies. Perform acceptance for the Government of services performed under this contract.

d. Maintain liaison and direct communications with the contractor. Written communications with the contractor and other documents pertaining to the contract shall be signed as "Contracting Officer's Representative" and a copy shall be furnished to the Contracting Officer.

26 May 2011

Subject: Designation Of Contracting Officer's Representative (COR) for W912DQ-10-D-3014, Task Order #0001; Cornell-Dubilier Electronics Superfund Site - Soils Remediation Waste Transportation & Disposal Services, South Plainfield, New Jersey.

- e. Monitor the contractor's performance; notify the contractor and Contracting Officer/Administrative Contracting Officer of deficiencies observed during surveillance and direct appropriate action to effect correction. Promptly record and report to the Contracting Officer/Administrative Contracting Officer incidents of faulty or nonconforming work, delays or problems. In addition, you are required to submit a monthly report concerning performance of services rendered under this contract to the Contracting Officer/Administrative Contracting Officer.
- f. Coordinate site entry for contractor personnel, and insure that any Government-furnished property is available when required.
- g. In accordance with AFARS 5142.1502-90(c), complete a Contractor Performance Evaluation in the appropriate database (i.e. ACASS, CCASS or CPARS). When the contract period of performance will not exceed 18 months, prepare a single "final" assessment report. If the period of performance will exceed 18 months, prepare an "interim" assessment report (performance evaluation) at the completion of 12 months performance and annually thereafter until the contract is physically complete, or when requested by the Contracting Officer. Final performance evaluations shall be completed within 120 days of the negotiated/revised contract completion date.
- h. As applicable, provide government oversight and contract administration to ensure Contractor compliance with the following:
  - i. Contractor Manpower Reporting
  - ii. Synchronized Pre-deployment & Operational Tracker (SPOT)
  - iii. Theater Business Clearance (TBC)
  - iv. Contractor Verification System (CVS): Coordinate and ensure that all contractors/subcontractors requiring access to Automated Information Systems (AIS) have appropriate authorization (security investigation/favorable background check) prior to being permitted to access AIS. You are assigned as the Trusted Agent under CVS to approve application for Common Access Card (CAC) to contractor employees.
- i. Prior to exercising Option periods included in the contract the COR shall provide information to the PCO for the determination required in FAR 17.207, Exercise of options.
- j. For service contracts, participate in the development of the Quality Assurance Surveillance Plan (QASP) and ensure oversight and enforcement of the QASP during contract administration.

26 May 2011

Subject: Designation Of Contracting Officer's Representative (COR) for W912DQ-10-D-3014, Task Order #0001; Cornell-Dubilier Electronics Superfund Site - Soils Remediation Waste Transportation & Disposal Services, South Plainfield, New Jersey.

For construction and architect engineer contracts, participate in the development of Quality Assurance Plans and Quality Management Plans.

k. Technical review of vouchers and will have signature authority to release interim payments, exclusive of final payment, on obligations previously approved by the Contracting Officer.

l. Additional items listed as suggestions that may be included in this paragraph are ARRA reporting, Subcontracting Plan (eSRS) compliance.

3. You are not empowered to award, agree to or sign any contract (including task/delivery orders) or contract modification or in any way to obligate the payment of money by the Government. You may not take any action which may affect contract or delivery order schedules, funds or scope. All contractual agreements, commitments, or modifications which involve price, quantity, quality, delivery schedules, or other terms and conditions of the contract must be made by the Contracting Officer, including request for proposal (RFP) letters. Request for proposal letters shall be prepared for the PCO's, or ACO's signature on construction contracts. You may be personally liable for unauthorized acts. You may not re-delegate your COR authority.

4. This designation as a COR will remain in effect through the life of the contract, unless revoked sooner in writing by the Contracting Officer, or you are reassigned or separated from Government service. If you are to be reassigned or separated from Government service, you must notify the Contracting Officer sufficiently in advance of reassignment or separation to permit timely selection and designation of a successor COR.

5. You are required to maintain adequate records in the COR file to sufficiently describe the performance of your duties as a COR during the life of this contract, and to archive such records as directed by the Contracting Officer. As a minimum, your official COR file must contain the following:

a. A copy of your letter of designation from the contracting officer, a copy of any changes to that letter, and a copy of any termination letter.

b. A copy of the contract and all contract modifications.

c. When COR on a service contract, a copy of the applicable Quality Assurance Surveillance Plan (QASP) and a copy of the surveillance schedule.

d. All correspondence initiated by you, as COR, and other authorized representatives concerning performance of the contract.

26 May 2011

Subject: Designation Of Contracting Officer's Representative (COR) for W912DQ-10-D-3014, Task Order #0001; Cornell-Dubilier Electronics Superfund Site - Soils Remediation Waste Transportation & Disposal Services, South Plainfield, New Jersey.

- e. A record of inspections performed and the results.
  - f. Memoranda for record or minutes of any pre-performance conferences.
  - g. Memoranda for record of minutes of any meetings and discussions with the contractor or others pertaining to the contract or contract performance.
  - h. Applicable laboratory test reports.
  - i. Records relating to the contractor's quality control system and plan and the results of the quality control effort.
  - j. Documentation pertaining to your acceptance of performance of services, including reports and other data.
6. At the time of contract completion, you will forward all records to the Contracting Officer for retention in the official contract file.
7. All personnel engaged in contracting and related activities shall conduct business dealings with industry in a manner above reproach in every aspect and shall protect the U.S. Government's interest, as well as maintain its reputation for fair and lawful dealings with all contractors. DoD 5500.7-R sets forth standards of conduct for all personnel directly and indirectly involved in contracting.
8. As a COR you are required to complete annual Office of Counsel ethics training, and any additional acquisition ethics training offered. Your supporting Office of Counsel should be consulted for ethics related advice and training course dates.
9. A COR who may have direct or indirect financial interests which would place the COR in a position where there is a conflict between the COR's private interests and the public interests of the United States shall advise their supervisor and the Contracting Officer of the conflict so that appropriate actions may be evaluated/taken. CORs shall avoid conflicts of interests to maintain public confidence in the U.S. Government's conduct of business with the private sector. Within 30 days of your COR appointment (if you have not already done so during the current year) and subsequently annually by 15 February each year, you must complete and submit an OGE Form 450 "Confidential Financial Disclosure Report".
10. Your appointment will automatically terminate at the end of the contract period of performance after the contractor's performance evaluation is completed and the contract is closed out. As the Contracting Officer, I may terminate your appointment. Potential bases for termination include failing to keep me informed, as required in paragraph 2; failing to maintain

26 May 2011

Subject: Designation Of Contracting Officer's Representative (COR) for W912DQ-10-D-3014, Task Order #0001; Cornell-Dubilier Electronics Superfund Site - Soils Remediation Waste Transportation & Disposal Services, South Plainfield, New Jersey.

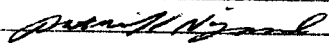
adequate records, as required in paragraph 5; exceeding the authorities in this letter; failing to keep your mandatory COR training current in accordance with PIL 2008-10-2, COR Training Requirements; failing to submit an OGE Form 450 "Confidential Financial Disclosure Report"; and failing to avoid the appearance of a conflict of interest.

11. You are required to acknowledge receipt of this designation and return the original to the Contracting Officer within 10 calendar days. Your signature also serves as certification that you have read and understand the contents of DoD 5500.7-R, Joint Ethics Regulation; ER 1110-1-12, USACE Quality Management; and are familiar with EM-385-1-1, USACE Safety and Health Requirements Manual. A copy of this designation shall be retained in your COR file. The Contractor shall also acknowledge receipt of this appointment and return a signed copy to the Contracting Officer within 10 calendar days.

  
Lynn Michelle Thomas  
Contracting Officer

**COR Acknowledgement**

Receipt is hereby acknowledged:

Name: Patrick Nejand  
Title: Contracting Officer's Representative  
Rank/Grade: GS-12  
Telephone: 732-846-5830  
908-769-1501  
Signature:   
Date: 8 June 2011

**Contractor Acknowledgement**

Receipt is hereby acknowledged:

Name: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J	PAGE OF PAGES 1   38
2. AMENDMENT/MODIFICATION NO. 02	3. EFFECTIVE DATE 22-Sep-2011	4. REQUISITION/PURCHASE REQ. NO. W619OE11235370		5. PROJECT NO. (if applicable)	
6. ISSUED BY USACE, KANSAS CITY FEDERAL BLDG CT-H 601 E 12TH ST RM 647 KANSAS CITY MO 64106-2896		CODE W912DQ	7. ADMINISTERED BY (if other than item 6) USACE, KANSAS CITY FEDERAL BLDG CT-H 601 E 12TH ST RM 647 KANSAS CITY MO 64106		CODE W912DQ
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LATA-BAY WEST ENVIRONMENTAL RESPONSE DAN CARLSON 2424 LOUISIANA BLVD NE STE 400 ALBUQUERQUE NM 87110-4364			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT ORDER NO. W912DQ-10-D-3014-0001		
			X 10B. DATED (SEE ITEM 13) 07-Jun-2011		
CODE 5JM16		FACILITY CODE 5JM16			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS IT MODIFIES THE CONTRACT ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 52.243-1 Changes Fixed Price					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: g5cthnm112238 See Second Page					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) Dale Goralczyk, Contracts Manager			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) LYNN M THOMAS / CONTRACTING OFFICER TEL: 816-389-3842 EMAIL: shellythomas@mw02.usace.army.mil		
15B. CONTRACTOR/OFFEROR <i>Dale Goralczyk</i> (Signature of person authorized to sign)	15C. DATE SIGNED 9/26/11	16B. UNITED STATES OF AMERICA BY <i>Lynn Michelle Thomas</i> (Signature of Contracting Officer)		16C. DATE SIGNED 22-Sep-2011	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**CONTINUATION PAGE**Los Alamos Technical Associates, Inc.**

2400 Louisiana Boulevard NE

Albuquerque NM 87110-8342

TIN: 85-0241011

SDVO

**Project Manager:** Ken Maas, [Kenneth.E.Maas@usace.army.mil](mailto:Kenneth.E.Maas@usace.army.mil), 816-389-3709**Contract Specialist:** Heather Morrow [Heather.N.Morrow@usace.army.mil](mailto:Heather.N.Morrow@usace.army.mil), 816-389-3320**12. ACCOUNTING AND APPROPORATION DATA (Continued)**

68 20 X 8145.0000 E3 2008 00 0000 012166 000000 3230 29K089 35965H \$1,721,000.00

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Continued)****A. NECESSITY FOR THE CHANGE:** This modification is for the following:

1. Incorporate the following into the task order:
  - a. PWS,
  - b. Section 0110 Summary of Work,
  - c. Section 01270A Measurement of Payment,
  - d. Section 01451A Contractor Quality Control,
  - e. Section 02350 Waste Transportation and Disposal,
2. Reformat verbage in base contract in accordance with PWS dated April 2011;
3. Remove 52.211-16 Variation in Quantity (APR 1984) clause,
4. Exercise Priced Option 0004 : Characterization, Transportation & Off-Site Disposal of TSCA Soil and / or debris (PCBs  $\geq$  50 ppm) (Priced Option A, Work Item 004.

**B. THE CHANGE:** Incorporate the following changes into this modification as follows:

1. Reformat verbage in base contract in accordance with PWS dated April 2011 as follows:

**Remove the following:**

CLIN's 0004 - Soil Transportation &amp; Disposal of 10,000 tons (\$1,721,000.00)

CLIN's 0005 - Soil Transportation &amp; Disposal of 10,000 tons (\$1,721,000.00)

CLIN's 0006 - Soil Transportation &amp; Disposal of 5,000 tons (\$860,500.00)

CLIN's 0007 - Soil Transportation &amp; Disposal of 5,000 tons (\$3,074,150.00)

**Replace with:**

Priced Option 0004: Characterization, Transportation & Off-Site Disposal of TSCA Soil and / or debris (PCBs  $\geq$  50 ppm) (Priced Option A, Work Item 004). The government reserves the right to exercise this option. Upon completion and acceptance of all work and services required for this option (if exercised in writing by the Contracting Officer), the Contractor shall be paid the sum of ONE MILLION SEVEN HUNDRED TWENTY ONE THOUSAND AND NO CENTS (\$1,721,000.00), less any partial payments previously made therefore.

Priced Option 0005: Characterization, Transportation & Off-Site Disposal of TSCA Soil and / or debris (PCBs  $\geq$  50 ppm),(Priced Option B, Work Item 005). The government reserves the right to exercise this option. Upon completion and acceptance of all work and services required for this option (if exercised in writing by the Contracting Officer), the Contractor shall be paid the sum of ONE MILLION SEVEN HUNDRED TWENTY ONE THOUSAND AND NO CENTS (\$1,721,000.00), less any partial payments previously made therefore.

Priced Option 0006: Characterization, Transportation & Off-Site Disposal of TSCA Soil and / or debris (PCBs  $\geq$  50 ppm), (Priced Option C, Work Item 006). The government reserves the right to exercise this option. Upon completion and acceptance of all work and services required for this option (if exercised in writing by the Contracting Officer), the Contractor shall be paid the sum of EIGHT HUNDRED SIXTY THOUSAND FIVE HUNDRED AND NO CENTS (\$860,500.00), less any partial payments previously made therefore.

Priced Option 0007: Characterization, Transportation & Off-Site Disposal of Mixed TSCA & RCRA Soil and / or debris (VOCs  $\leq$  500 ppm), (Priced Option D, Work Item 007). The government reserves the right to exercise this option. Upon completion and acceptance of all work and services required for this option (if exercised in writing by the Contracting Officer), the Contractor shall be paid the sum of THREE MILLION SEVENTY FOUR THOUSAND ONE HUNDRED FIFTY AND NO CENTS (\$3,074,150.00), less any partial payments previously made therefore.

2. Replace 52.211-16 Variation in Quantity (APR 1984) with Base contract clause.

**Remove the following:**

**52.211-16 VARIATION IN QUANTITY (APR 1984)**

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

5% Percent increase

5% Percent decrease

This increase or decrease shall apply to unit per TONS of soil Transported and Disposed.

(End of clause)

**Replace with the following:**

As prescribed in 11.703(c), insert the following clause in solicitations and contracts when a fixed-price construction contract is contemplated that authorizes a variation in the estimated quantity of unit-priced items:

**Variation in Estimated Quantity (Apr 1984)**

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

- C. TYPE OF ACTION: This action is for a Firm Fixed Price Task Order.
- D. NOTICE TO PROCEED (NTP): on Option 4 ONLY. Options may be exercised at the Government discretion.
- E. TIME: The contractor shall complete all work and services in accordance with the project schedule. The task order will expire on 06 June 2016.

- F. **PAYMENT:** Upon completion and acceptance of the work and services required by this Task Order, the Contractor shall be paid THREE MILLION, FIVE-HUNDRED SEVENTY-FOUR THOUSAND, SEVEN-HUNDRED NINETY-ONE DOLLARS AND NO CENTS (\$3,574,791.00), less any payments previously made.
1. Exercise Priced Option 0004: Characterization, Transportation & Off-Site Disposal of TSCA Soil and / or debris (PCBs  $\geq$  50 ppm) (Priced Option A, Work Item 004. Upon completion and acceptance of all work and services required for this option (if exercised in writing by the Contracting Officer), the Contractor shall be paid the sum of ONE MILLION SEVEN HUNDRED TWENTY ONE THOUSAND AND NO CENTS (\$1,721,000.00), less any partial payments previously made therefore.
  2. Fuel charges were calculated referencing the Department of Energy's national average price of \$4.10/gallon as of April/ May 2010. If options are exercised beyond six (6) months, fuel cost may be adjusted according to FAR Subpart 216.203-4.
- G. **INVOICES:** Invoices should be sent to the following:  
U.S. Army Corps of Engineers  
ATTN: CENWK-EC-DT/Payment Coordinator  
601 St 12<sup>th</sup> Street  
Kansas City, MO 64106-2896
- H. Total obligation for this modification is \$1,721,000.00.
- I. The total obligated amount of the task order is increased by \$1,721,000.00, from \$3,574,791.00 to \$5,295,791.00.
- J. All other terms and conditions remain unchanged.

## SUMMARY OF CHANGES

### SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$1,721,000.00 from \$3,574,791.00 to \$5,295,791.00.

### SECTION B - SUPPLIES OR SERVICES AND PRICES

#### CLIN 0004

The CLIN description has changed from Priced Option A, 10,000 TONS \$1,721,024 to Priced Option 0004.

The CLIN extended description has changed from Characterization, Transportation & Off-Site Disposal of TSCA Soil and or Debris (PCBs > 50 ppm) - 10,000 Tons. Unit of Issue is price per TON according to the revised proposal dated 12 May 2011. to Priced Option 0004 Characterization, Transportation & Off-Site Disposal of TSCA Soil and or Debris (PCBs > 50 ppm) - Priced Option A, Work Item 004. Fuel charge will be negotiated per option..

The option status has changed from Option to No Status.

The cost constraint NTE has been deleted.

Exhibit A has been added.

#### CLIN 0005

The CLIN description has changed from Priced Option B - 10,000 TONS \$1,721,024 to Priced Option 0005.

The CLIN extended description has changed from Characterization, Transportation & Off-Site Disposal of TSCA Soil and or Debris (PCBs > 50 ppm) - 10,000 Tons. Unit of Issue is price per TON according to the revised proposal dated 12 May 2011. to Priced Option B Characterization, Transportation & Off-Site Disposal of TSCA Soil and or Debris (PCBs > 50 ppm) Priced Option B, Work Item 005. Fuel charge will be negotiated per option..

The cost constraint NTE has been deleted.

#### CLIN 0006

The CLIN description has changed from Priced Option C - 5,000 TONS \$860,512 to Priced Option 0006.

The CLIN extended description has changed from Characterization, Transportation & Off-Site Disposal of TSCA Soil and or Debris (PCBs > 50 ppm) - 5,000 tons. Unit of Issue is price per TON according to the revised proposal dated 12 May 2011. to Price Option C Characterization, Transportation & Off-Site Disposal of TSCA Soil and or Debris (PCBs > 50 ppm) Priced Option C, Work Item 006. Fuel charge will be negotiated per option - this option is subject to change..

The cost constraint NTE has been deleted.

#### CLIN 0007

The CLIN description has changed from Priced Option D - 5,000 TONS \$3,074,175 to Priced Option 0007.

The CLIN extended description has changed from Characterization, Transportation & Off-Site Disposal of TSCA & RCRA Soil and or DEbris (VOC's < 500 ppm) - 5,000 tons. Unit of Issue is price per TON according to the revised proposal dated 12 May 2011. to Priced Option D Characterization, Transportation & Off-Site Disposal of TSCA & RCRA Soil and or DEbris (VOC's < 500 ppm) Priced Option D, Work Item 007. Fuel charge will be negotiated per option - this option is subject to change..

The cost constraint NTE has been deleted.

#### SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0003 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 07-JUN-2011 TO 06-JUN-2016	N/A	USACE, KANSAS CITY KENNETH E MAAS ENVIRONMENTAL ENGINEERING 610 FEDERAL BLDG KANSAS CITY MO 64106-2896 816-389-3709 FOB: Destination	966419

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 07-JUN-2011 TO 06-JUN-2016	N/A	USACE, KANSAS CITY KENNETH E MAAS ENVIRONMENTAL ENGINEERING 610 FEDERAL BLDG KANSAS CITY MO 64106-2896 816-389-3709 FOB: Destination	966419
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The following Delivery Schedule item for CLIN 0004 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 07-JUN-2011 TO 06-JUN-2016	N/A	USACE, KANSAS CITY KENNETH E MAAS ENVIRONMENTAL ENGINEERING 610 FEDERAL BLDG KANSAS CITY MO 64106-2896 816-389-3709 FOB: Destination	966419

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 07-JUN-2011 TO 06-JUN-2016	N/A	USACE, KANSAS CITY KENNETH E MAAS ENVIRONMENTAL ENGINEERING 610 FEDERAL BLDG KANSAS CITY MO 64106-2896 816-389-3709 FOB: Destination	966419

The following Delivery Schedule item for CLIN 0005 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 07-JUN-2011 TO 06-JUN-2016	N/A	USACE, KANSAS CITY KENNETH E MAAS ENVIRONMENTAL ENGINEERING 610 FEDERAL BLDG KANSAS CITY MO 64106-2896 816-389-3709 FOB: Destination	966419

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 07-JUN-2011 TO 06-JUN-2016	N/A	USACE, KANSAS CITY KENNETH E MAAS ENVIRONMENTAL ENGINEERING 610 FEDERAL BLDG KANSAS CITY MO 64106-2896 816-389-3709 FOB: Destination	966419
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The following Delivery Schedule item for CLIN 0006 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 07-JUN-2011 TO 06-JUN-2016	N/A	USACE, KANSAS CITY KENNETH E MAAS ENVIRONMENTAL ENGINEERING 610 FEDERAL BLDG KANSAS CITY MO 64106-2896 816-389-3709 FOB: Destination	966419

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 07-JUN-2011 TO 06-JUN-2016	N/A	USACE, KANSAS CITY KENNETH E MAAS ENVIRONMENTAL ENGINEERING 610 FEDERAL BLDG KANSAS CITY MO 64106-2896 816-389-3709 FOB: Destination	966419

The following Delivery Schedule item for CLIN 0007 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 07-JUN-2011 TO 06-JUN-2016	N/A	USACE, KANSAS CITY KENNETH E MAAS ENVIRONMENTAL ENGINEERING 610 FEDERAL BLDG KANSAS CITY MO 64106-2896 816-389-3709 FOB: Destination	966419

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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12 October 2011

**LETTER OF TRANSMITTAL**

**IAG NUMBER:** RA DW96-942166-01-0A = **\$1,451,198.86**  
68-20X8145.0000

**PAYMENT NUMBER ONE (01)**

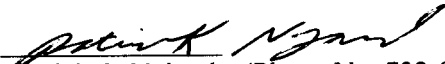
**REFERENCE:** Remedial Action at Cornell-Dubilier Electronics Superfund Site  
Operable Unit Number 2 (Transportation and Disposal Services)  
South Plainfield, Middlesex County, New Jersey

**CONTRACT:** **W912DQ-10-D-3014, Task Order No. 0001**  
**LATA-BAY WEST ENVIRONMENTAL RESPONSE**

**AMOUNT:** **\$1,451,198.86**

**FROM:** US Army Corps of Engineers  
Environmental Residency  
Attn: Patrick Nejand  
214 State Hwy 18 North  
East Brunswick, NJ 08816

**TO:** US Environmental Protection Agency  
Cincinnati Financial Management Center  
MS 002  
26 W Martin Luther King Drive  
Cincinnati, Ohio 45268-7002  
Attn: Mr. Jeffrey J. Marsala (513) 487-2056  
Fax No. (513) 487-2063

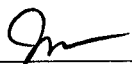
Signature:   
Patrick C. Nejand (Phone No. 732-846-5830)  
Project Engineer  
Contracting Officer Representative, USACE

Date: 12 OCT 2011

**Prompt Payment Date: 25 October 2011**

Please return a signed copy to the address above. Thank You.

Received by:

Signature:   
Jefferey J. Marsala, USEPA

Date: 10/13/11



Intergovernmental Document On-line Tracking System (IDOTS)

Interagency Agreement (IA) No. DW96942166

Invoice No. EST#1

Site/Project	Site Name	Amount
02GZRA02	CORNELL-DUBILIER ELECTRONICS, INC.	\$1,451,198.86

**Total Invoice Amount:** \$1,451,198.86

## SCORPIOS Proof of Payment

VENDOR CODE: 2773700

TRANS CODE: PV

VOUCHER NO: EST#1

NAME: lata baywest, llc

NO CHECK DISB FLAG: C

PROMPT PAY TYPE:

APPROVED BY:

DESCRIPTION: CONVERSION

VOUCHER TYPE: C

CHECK TYPE:

D. O. : KC00

AGREEMENT #:

SCHD FISC YR: 2012

SCHD CAT:

SCHD TYPE: C

SCHD NO: AVC110005

VOUCHER DATE: 10/12/2011

VOUCHER AMT: 1,451,198.86

SCHD DATE: 10/28/2011

HOLDBACK AMT: 0.00

CLOSED DATE: 10/28/2011

CLOSED AMT: 1,451,198.86

SUBMITTING SFO: 27

OUTSTANDING AMT:

AGENCY HEAD APRVL:

IN TRANSIT AMT: 0.00

COMMENTS TO PRINT: DW96942166 EST#1 W912DQ10D3014 TO0001

DIRECT DISB NUMBER:

FY: 2012

SCHEDULE CAT:

SCHEDULE TYPE: C

SCHEDULE NUMBER: AVC110005

INDICATORS -

TREAS ACT: C

POST TREAS ACT: T

POST DETAILS: T

EXP: F

BACKOUT: F

## -----PAYMENT VOUCHER-----

VENDOR CODE	TC	NUMBER	ADV NUM	LN	SITE ID	PAYMENT AMOUNT	CHECK NUMBER
2773700	PV	B2001162245		1	02GZ	1,451,198.86	01714658